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Approved For Release 2004/11/30 : CIA-RDP78B04770A000700010024-9

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REQUISITION OR OTHER PURCH	ASE AUTHORITY	CONTRACT/TASK ORDER NO.	
			JAN 1967
REQUISITION OR OTHER PURCHASE AUTHORITY  CONTRACT FOR  Development of Advanced Anamorphic Eyepieces for use with the High Power Stereoviewer  APPROPRIATION AND OTHER ADMINISTRATIVE DATA  This negotiated contract is entered into pursuant to statutory authority and any required determination and findings have be made.  This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by Contracting Officer executing this contract, and above named Contractor who is an Individual,   Partnership,   Corporation of the States of America, hereinafter called the Government, represented by Contracting Officer executing this contract, and above named Contractor who is an Individual,   Partnership,   Corporation of the Contractor of the Contractor of the Contractor of the Contractor. The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services forth in the attached Schedule, or Task Orders, issued hereunder, for the consideration stated therein.  The rights and obligations of the parties to this contract shall be subject to and governed by the terms and conditions on the parties of the Contractor of the Con			
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the Schedule shall control. (Se	control. To the extent of an	y inconsistency between the Schedule	and the General Provisions,
The Contractor represents (a) tha	t it is, is not, a small	business concern. For this purpose	a small business second :-
a concern that (i) is not dominan certified as a small business con	t in its field of operation and cern by the Small Business A	d, with its affiliates, employs fewer t	han 500 employees, or (ii) is
103, 21 Fed. Reg. 9708, which conbeen denied a Small Business Ce	ntains the detailed definition a	nd related procedures.), (b) that it	has, has not, previously
resents that all supplies to be fur	nished hereunder will,	will not be manufactured or produce	regular dealer, it also rep- d in the United States or its
		producer; and, further, makes the repre	sentations regarding contin-
IN WITNESS WHEREOF, the part	ties hereto have executed this	contract as of	January 19 67
	SIGNATURES (Type or print	all names under all signatures)	
CONTRACTOR		THE UNITED STATES OF AMERIC	۸
		1	
ВУ		ВУ	_
WITHERES (T.	TITLE	<u> </u>	CONTRACTING OFFICER
WITNESSES (In case of corporation, w	itnesses not required, but certific	ate on	
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This material contains information affecting the National Defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Secs. 793 and 794, the transmission or revelation of which in any manner to an unauthorized person is prohibited by law. GROUPI

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Excluded From Automatic

(When Filled In)

#### SECURITY NOTE

This contract and correspondence relating thereto must be handled in strict accordance with classified handling and storage instructions furnished the contractor under separate cover by the procuring activity.

NOTE: NOTE: NOTE: NOTE: porate seal, provided that the same officer shall not execute both the contract and the certificate.
CERTIFICATE
I,, certify that I am the
, who signed this contract on behalf of the Con-
of the corporation named as Contractor herein; the
contract was duly signed for and in behalf of said corporation by authority of its governing body, and is
within the scope of its corporate powers.
(SIGNATURE) (Corporate Seal)
CONTRACTOR'S STATEMENT OF CONTINGENT OR OTHER FEES
The Contractor represents: (a) that he has, has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Contractor) to solicit or secure this contract; and (b) that he has, has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the Contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the Contracting Officer. (Note: For interpretation of the representation, including the term "bona fide employee," see General Services Administration Regulations, Title 44, Secs. 150.7 and 150.5(d), Fed. Reg. Dec. 31, 1952, Vol. 17, No. 253.)
TERMS AND CONDITIONS
1. SELLER'S INVOICES Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract number, carrier when delivery and acceptance are at point of origin or r number (if any), Item number; contract description dupplies or services, sizes, quantities, unit prices, when delivery and acceptance are at either of those points, or

case may be. 2. LABOR INFORMATION -- Attention is invited to the possibility that wage determinations may have been made under the Walsh-Healey Public Contracts Act providing minimum wages for employees engaged in the manufacture for sale to the Government of the supplies covered by this contract. Information in this connection, as well as general information as to the requirements of the act concerning overtime payment, child labor, safety and health provisions, etc. may be obtained from Wage and Hour and Public Contracts Division, Department of Labor, Washington 25, D. C.

ernment bills of lading. The Contractor or his author-

ized representative will sign ONLY the original (ribbon

typed copy, if typed). When the invoice is signed or re-

ceipted in the name of a company or corporation the name

of the person signing, as well as the capacity in which he signs, must appear. For example: "John Doe Com-

pany, by John Smith, Secretary," "Treasurer," or as the

- and extended totals. Bill of lading number and weight from date correct invoice or voucher (properly certified by the of shipment will be shown for shipments made on Gov-Contractor) is received in the office specified by the Govern-Contractor) is received in the office specified by the Government if the latter date is later than the date of delivery.
  - 4. SAMPLES: Samples of items, when required, must be submitted within the time specified and at no expense to the Government. If not destroyed by testing, they will be returned at Contractor's request and expense, unless otherwise specified in the Schedule.
  - 5. GOVERNMENT-FURNISHED PROPERTY -- No material, labor, or facilities will be furnished by the Government unless otherwise provided in the Schedule.
  - 6. AGENTS -- Contracts signed by an agent must be accompanied by evidence of his authority.
  - 7. ALTERATIONS -- Any alterations in this contract made by the Contractor must be initialed by both the Contractor and Contracting Officer.
  - 8. MISTAKES -- Contractors are expected to examine the drawings, specifications, circulars, schedule and allinstructions pertaining to the supplies or services. Failure to do so will be at the Contractor's risk. In case of mistake in extension of price the unit price will govern.

#### (SCHEDULE)

CONTRACT/TASK ORDER NO.

5 PAGES

#### SCOPE OF WORK:

The Contractor shall design and fabricate a pair of prototype Advanced Anamorphic Eyepieces in accordance with the Contractor's Proposal No. [ dated September 1966 which is hereby incorporated by reference and made a part of this contract.

#### PERFORMANCE OF CONTRACT:

This contract shall be performed in two phases as follows:

# Phase I

Design Analyses Study

#### Phase II

Final Design and Fabrication

#### PERIOD OF PERFORMANCE:

#### Phase I

The period of performance for Phase I shall be 3 January 1967 to 3 May 1967.

Thereafter, a further period of thirty (30) days shall be required by the Government for evaluation prior to Design Approval.

#### Phase II

No work may be performed on any aspect of Phase II prior to receipt of written approval by the Contracting Officer of the Design Analyses and notice to proceed with Phase II. All work shall be completed within five (5) months from the date such approval is received by the Contractor.

#### DELIVERABLE ITEMS:

#### Phase I

- 1. Interim Report
- 2. Final Report

#### Phase II

1. One (1) pair prototype Advanced Anamorphic Eyepieces

#### NOTICE

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# Approved For Release 1/20/04/11/1/3/0 NCtA-RAP7/8B04770A000700010024-9 PAGE 2 OF 5 PAGES (SCHEDULE) Operational Manuals (5 copies) 3. Monthly Reports to include: a. Current status of work. b. Problem areas encountered. c. Projected work for next monthly period. $d_{\circ}$ Status of fund expenditures to end of monthly period. e. Documentation of any verbal commitments and/or agreements with the Technical Representative of the Contracting Officer during the reporting period. DELIVERY: Two (2) copies of all reports required under this contract shall be forwarded directly to the Contracting Officer. Three (3) copies of all reports required under this contract shall be forwarded to the Technical Representative of the Contracting Officer at the following address: Post Office Box 8031 Southwest Station Washington, D. C. 20024 In the event any item under this contract is personally delivered to the Technical Representative of the Contracting Officer, a signed receipt, in duplicate, must be obtained from the said representative and one copy attached to any invoice submitted for reimbursement for such items. Failure to do so will result in suspension of payment, since the Disbursing Officer is prohibited from making payment without evidence of delivery. CONSIGNEE ADDRESS: CHANGE OF SCOPE: Whenever a redirection of effort is required not within the scope originally contemplated, the Contractor may appeal to the Contracting Officer for a written

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#### (SCHEDULE)

CONTRACT/TASK ORDER NO

PAGE 3 OF 5 PAGES

order to perform and a statement that an equitable adjustment in price will be made. Failure to appeal to the Contracting Officer before embarking upon the changed work will not afford protection of the right to additional compensation for such work.

#### CONTRACT FEE:

The minimum fee for performance of each phase of this contract shall be six percent (6%).

The amount of the fee as set forth in the contract is included solely for funding pruposes. The final fee shall be calculated on the Contract Estimated Cost for each phase as set forth above and shall be based upon a determination, to be made within thirty (30) days from the date of completion of each phase of this contract, by the Contracting Officer, as to the quality of performance of the Contractor for the requirements of the contract. The final fee for each phase shall be calculated based upon the performance evaluation as follows:

Adequate	6%
Good.	8%
Excellent	11%

A recognition of cost performance as evidenced by final total audited costs as compared to Target Costs stipulated in the Contract shall be made in accordance with the following schedule:

### When Costs are Below Target

From Target Cost to 2%	
------------------------	--

BASE FEE

Over 2% to 4%

 Adequate
 - Base plus
 .75%

 Good
 - Base plus
 1.50%

 Excellent
 - Base plus
 2.50%

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	Good - Base	plus	3.00%			
	Excellent - Base	plus	4.00%			
Over 12% to 14%	Adequate - Base	plus	3.00%			
	Good - Base	plus	3.50%			
	Excellent - Base	plus	4.50%			
Over 14% to 16%	Adequate - Base	plus	3.50%			
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	Excellent - Base	plus	1.00%			
Over 5% to 10%	Adequate - Base	minus	1,50%			
	Good - Base	minus	1.25%			
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IN WILINESS WHEREUF, the parties hereto have executed this	contract as of 3 January 19 67.
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BY	
will RESSES (In case of corporation, witnesses not required, but certific	ate on the reverse must be completed.)
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(When Filled In)

#### SECURITY NOTE

This contract and correspondence relating thereto must be handled in strict accordance with classified handling and storage instructions furnished the contractor under separate cover by the procuring activity.

NOTE: Contractor, if a corporation, should cause porate seal, provided that the same officer	the following certificate to be executed under its cor- shall not execute both the contract and the certificate.
	IFICATE
1,	, certify that   am the
	of the corporation named as Contractor herein; that
	, who signed this contract on behalf of the Con-
tractor, was then	of said corporation; that said
contract was duly signed for and in behalf of said	corporation by authority of its governing body, and is
within the scope of its corporate powers.	
•	(SIGNATURE) (Corporate Seal)
CONTRACTOR'S STATEMENT C	OF CONTINGENT OR OTHER FEES
has, has not, paid or agreed to pay to any coworking solely for the Contractor) any fee, commission, per the award of this contract, and agrees to furnish informations.	not, employed or retained any company or person (other than ractor) to solicit or secure this contract; and (b) that he ampany or person (other than a full-time bona fide employee reentage or brokerage fee, contingent upon or resulting from ion relating thereto as requested by the Contracting Officer, the term "bona fide employee," see General Services Adminfed. Reg. Dec. 31, 1952, Vol. 17, No. 253.)
TERMS AND	CONDITIONS
	time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin or from date of delivery.

- and extended totals. Bill of lading number and weight from date correct invoice or voucher (properly certified by the of shipment will be shown for shipments made on Government bills of lading. The Contractor or his authorized representative will sign ONLY the original (ribbon typed copy, if typed). When the invoice is signed or receipted in the name of a company or corporation the name of the person signing, as well as the capacity in which he signs, must appear. For example: "John Doe Com-pany, by John Smith, Secretary," "Treasurer," or as the case may be.
- 2. LABOR INFORMATION -- Attention is invited to the possibility that wage determinations may have been made under the Walsh-Healey Public Contracts Act providing minimum wages for employees engaged in the manufacture for sale to the Government of the supplies covered by this contract. Information in this connection, as well as general information as to the requirements of the act concerning overtime payment, child labor, safety and health provisions, etc. may be obtained from Wage and Hour and Public Contracts Division, Department of Labor, Washington 25, D. C.
- when delivery and acceptance are at either of those points, or Contractor) is received in the office specified by the Government if the latter date is later than the date of delivery.
- 4. SAMPLES: Samples of items, when required, must be submitted within the time specified and at no expense to the Government. If not destroyed by testing, they will be returned at Contractor's request and expense, unless otherwise spec ified in the Schedule.
- 5. GOVERNMENT-FURNISHED PROPERTY -- No material, labor, or facilities will be furnished by the Government unless otherwise provided in the Schedule.
- 6. AGENTS -- Contracts signed by an agent must be accompanied by evidence of his authority.
- 7. ALTERATIONS -- Any alterations in this contract made by the Contractor must be initialed by both the Contractor and Contracting Officer.
- 8. MISTAKES -- Contractors are expected to examine the drawings, specifications, circulars, schedule and allinstructions pertaining to the supplies or services. Failure to do so will be at the Contractor's risk. In case of mistake in extension of price the unit price will govern.

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CONTRACT/TASK ORDER NO.

#### SCOPE OF WORK:

The Contractor shall design and fabricate a pair of prototype Advanced
Anamorphic Eyepieces in accordance with the Contractor's Proposal No.

dated September 1966 which is hereby incorporated by reference and made a part of this contract.

#### PERFORMANCE OF CONTRACT:

This contract shall be performed in two phases as follows:

#### Phase I

Design Analyses Study

#### Phase II

Final Design and Fabrication

# PERIOD OF PERFORMANCE:

#### Phase I

The period of performance for Phase I shall be 3 January 1967 to 3 May 1967.

Thereafter, a further period of thirty (30) days shall be required by the Government for evaluation prior to Design Approval.

### Phase II

No work may be performed on any aspect of Phase II prior to receipt of written approval by the Contracting Officer of the Design Analyses and notice to proceed with Phase II. All work shall be completed within five (5) months from the date such approval is received by the Contractor.

#### DELIVERABLE ITEMS:

#### Phase I

- 1. Interim Report
- 2. Final Report

#### Phase II

1. One (1) pair prototype Advanced Anamorphic Eyepieces

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CONTRACT/TASK ORDER NO.

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- 2. Operational Manuals (5 copies)
- 3. Monthly Reports to include:
  - a. Current status of work.
  - b. Problem areas encountered.
  - c. Projected work for next monthly period.
  - d. Status of fund expenditures to end of monthly period.
  - e. Documentation of any verbal commitments and/or agreements with the Technical Representative of the Contracting Officer during the reporting period.

# DELIVERY:

- Two (2) copies of all reports required under this contract shall be forwarded directly to the Contracting Officer.
- Three (3) copies of all reports required under this contract shall be forwarded to the Technical Representative of the Contracting Officer at the following address:

Post Office Box 8031 Southwest Station Washington, D. C. 20024

In the event any item under this contract is personally delivered to the Technical Representative of the Contracting Officer, a signed receipt, in duplicate, must be obtained from the said representative and one copy attached to any invoice submitted for reimbursement for such items. Failure to do so will result in suspension of payment, since the Disbursing Officer is prohibited from making payment without evidence of delivery.

# CONSIGNEE ADDRESS:

#### CHANGE OF SCOPE:

Whenever a redirection of effort is required not within the scope originally contemplated, the Contractor may appeal to the Contracting Officer for a written

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ONTRACT/TASK ORDER NO.

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order to perform and a statement that an equitable adjustment in price will be made. Failure to appeal to the Contracting Officer before embarking upon the changed work will not afford protection of the right to additional compensation for such work.

#### CONTRACT FEE:

The minimum fee for performance of each phase of this contract shall be six percent (6%).

The amount of the fee as set forth in the contract is included solely for funding pruposes. The final fee shall be calculated on the Contract Estimated Cost for each phase as set forth above and shall be based upon a determination, to be made within thirty (30) days from the date of completion of each phase of this contract, by the Contracting Officer, as to the quality of performance of the Contractor for the requirements of the contract. The final fee for each phase shall be calculated based upon the performance evaluation as follows:

Adequate ---- 6% Good ---- 8% Excellent ---- 11%

A recognition of cost performance as evidenced by final total audited costs as compared to Target Costs stipulated in the Contract shall be made in accordance with the following schedule:

#### When Costs are Below Target

From Target Cost to 2%

BASE FEE

Over 2% to 4%

Adequate - Base plus Good - Base plus -Excellent - Base plus

.75% 1.50% 2.50%

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		-	J			
Over 4% to 6%	Adequate - Base	plus	1.00%			
	Good - Base	nlus	1.75%			
	Excellent - Base		2.75%			
Over 6% to 8%	Adequate - Base		1.50%			
	Good - Base		2.00%			
	Excellent - Base	plus	3.00%			
Over 8% to 10%	Adequate - Base	nlus	2.00%			
2.02 20 20	Good - Base		2.50%			
	Excellent - Base	nlus	3.50%			
	Excertent - base	prus	3.30%			
Over 10% to 12%	Adequate - Base	plus	2.50%			
	Good - Base	olus	3.00%			
	Excellent - Base	plus	4.00%			
Over 12% to 14%	Adequate - Base ]	-1uc	7 00%			
0001 120 00 140	Good - Base	pius Pius	3.00%			
	Excellent - Base	olus.	3.50%			
	excertent - base	prus	4.50%			
Over 14% to 16%	Adequate - Base	olus	3.50%			
	Good - Base		4.00%			
	Excellent - Base		5.00%			
	When Costs are Ove	er Target				
From Target Cost to 2%			BASE FEE			
Over 2% to 5%	Adequate - Base n		1.00%			
	Good - Base B					
	Excellent - Base p	olus	1.00%			
Over 5% to 10%	Adequate - Base n	ກກໍ່ກາງເຂ	1,50%			
	Good - Base n		1.25%			
	Excellent - Base n		1.00%			
	Exections - pase in	ELIUS.	1,000			
Over 10% to 15%	Adequate - Base n	ninus	2.00%			
•	Good - Base n		1.50%			
	Excellent - Base n		1.25%	•		
Over 15% to 20%	Adequate - Base n	ກຳ ການ <i>ເ</i>	2.50%			
200 200 200 .	Good - Base n					
*			2.00%			
••	Excellent - Base n	iiius	1.50%			
SECURITY:						
The work to be per	formed hereunder is	UNCLASSIFIED.				
The association of	the sponsor with t	he reports and	equipment b	eing p	rocur	ed
E OF CONTRACTOR		·	<del> </del>			
. OF CORTRACTOR						

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hereunder is classified CONFIDENTIAL. Tonly on a need-to-know basis and then on writing by this Government component to Correspondence originated by the Contracthe contents of which contain classified address of the Contracting Officer shall	ly to those who have been have access to classified tor and/or data to be sub- information or refer to	a authorized in information.  mitted hereunder,
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